

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION - DETROIT

Trustees of the  
LABORERS PENSION TRUST FUND - DETROIT & VICINITY;  
LABORERS VACATION & HOLIDAY TRUST FUND - DETROIT & VICINITY;  
LABORERS METROPOLITAN DETROIT HEALTH & WELFARE FUND; and the  
MICHIGAN LABORERS TRAINING FUND, trust funds established under,  
and administered pursuant to, federal law,

Plaintiffs,

Case No.  
HON.

v.

L.V. PAINTING AND CONTRACTING, INC.,

Defendant.

\_\_\_\_\_ /

**COMPLAINT**

The above-named plaintiffs, by their attorneys, complaining against the above-named defendant, respectfully show unto this Court as follows:

1. Plaintiffs are the Trustees for trust funds established under, and administered pursuant to, Section 302 of the Labor-Management Relations Act of 1947, as amended (hereinafter "LMRA"), 29 U.S.C. §186, and the Employee Retirement Income Security Act of 1974, as amended (hereinafter "ERISA"), 29 U.S.C. §§1001, *et seq*, with principal offices located in this judicial district.

2. Defendant L.V. PAINTING AND CONTRACTING, INC., is a domestic Michigan corporation which does business in the building and construction industry, an industry affecting commerce within the meaning of 29 USC §185 and 29 USC §1002(5) and (12), and its principal place of business is located in Ray Township, Michigan, in Macomb County.

3. The defendant is an employer engaged in an industry affecting commerce, which employs and/or has employed individuals in an appropriate unit of laborers, a majority of whom are represented by the Laborers Union.

4. Jurisdiction of this Court is predicated on Section 301 of LMRA, 29 U.S.C. §185, and Sections 502(a)(3), 502(g)(2) and 515 of ERISA, 29 U.S.C. §§1132(a)(3), 1132(g)(2) and 1145, respectively, this being a suit for breach of the fringe benefit provisions of collective bargaining agreements which the defendant, as employer, entered into with Local Unions 334, 1076 and/or 1191 of the Laborers International Union of North America, AFL-CIO (hereinafter collectively the “Laborers Union”), labor organizations representing employees in a industry affecting commerce, with principal offices located in this judicial district.

5. Defendant is, and has been, bound by the applicable trust agreements incorporated by reference in these agreements.

6. Pursuant to the provisions of the aforementioned agreements, defendant became obligated to make periodic payments (hereinafter "contributions") for, among other things, pension, vacation and holiday, and health and welfare benefits for, or in respect to the account of, those of defendant's employees who were covered under the provisions of said agreements, which contributions should have been paid directly to plaintiff funds.

7. Defendant has, in violation of its contractual obligations, failed to pay all of the contributions it is obligated to pay.

8. The attached audit of defendant for the period January, 2016 through June, 2016 revealed delinquencies in fund contributions in the amount of \$10,629.45, plus liquidated damages of \$1,049.76 resulting from the audit, plus liquidated damages of \$42.01 resulting from late payments, for a total outstanding debt owed to the Funds of \$11,721.22.

9. Despite demand, defendant has failed and refused to pay the indebtedness.

WHEREFORE, plaintiffs request that this Court enter judgment in their favor and against defendant as follows:

A. Adjudicating that the defendant entered into (or adopted) collective bargaining agreements with the Laborers Union and that, pursuant to such agreements and applicable law, the defendant was obligated to make fringe benefit contributions to plaintiffs for, or with respect to work performed by, those of its employees who were represented by the Laborers Union;

B. Awarding to plaintiffs \$11,721.22, as ascertained by the above audit, plus interest, costs and attorneys' fees; and

C. Awarding plaintiffs any and all other relief (including equitable and injunctive) to which they may be entitled in equity and good conscience.

Respectfully submitted,

WATKINS, PAWLICK, CALATI, & PRIFTI, PC

By: /s/ George H. Kruszewski  
GEORGE H. KRUSZEWSKI  
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Madison Heights, MI 48071  
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(P-25857)

March 11, 2020

**STEFANSKY, HOLLOWAY & NICHOLS, INC.**

PAYROLL AUDITING SERVICES

22260 HAGGERTY ROAD, SUITE 350  
NORTHVILLE, MICHIGAN 48167(248) 305-9905  
FAX: (248) 305-9901

October 18, 2019

L V Painting & Contracting, Inc.  
15900 32 Mile Road  
Ray Township, MI 48096

Dear Sir/Madam:

This is to inform you of the results of the recent audit to confirm your contributions to the Laborers' Metropolitan Detroit Fringe Benefit Funds. Based on the records provided, our examination has revealed that the following amounts are still owing the aforementioned Funds.

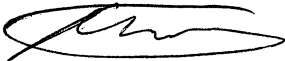
	<u>Health Care</u>	<u>Vacation</u>	<u>Pension</u>	<u>Training</u>	<u>L.E.C.E.T.</u>	<u>I.A.P.</u>	<u>Total</u>
1/16 - 6/16	\$3,168.75	\$1,745.73	\$5,355.00	\$228.15	\$45.63	\$86.19	\$10,629.45
Liquidated damages resulting from this audit							\$1,049.76
Liquidated damages resulting from late payments							\$42.01
							<u>\$11,721.22</u>

A man-by-man breakdown covering the contributions due and owing the Funds is enclosed.

Liquidated damages resulting from this audit of \$1,049.76 will be waived if this audit is paid within fifteen (15) days of the billing date.

Should you have any questions, or disagree with the above findings, please contact the writer at (248) 305-9905 to arrange for a review. If we do not hear from you within seven (7) days from the date of this letter, the audit results as shown will become final and the matter will be referred to Mr. Michael J. Brown, Collection Administrator. Please make your check payable to the "Laborers' Fringe Benefit Funds", and mail to the above address c/o Mr. Michael J. Brown (248-305-9118). DO NOT MAIL THIS PAYMENT TO THE BANK.

Very truly yours,



Matthew Conroy  
Fund Auditor

enclosure

xc: Mr. Michael J. Brown  
Mr. B. Bass (Local #1076) w/o Enclosures  
Mr. M. Aaron (Local #1191) w/o Enclosures

PREPARED BY: MC  
DATE 10/17/19

DISCREPANCY INFORMATION  
LABORERS

L V Painting & Contracting, Inc.	PERIOD
	1/16 - 6/16

		HRS.WKD	HRS PD	HRS.WKD	HRS PD	HRS.WKD	HRS PD	HRS.WKD	HRS PD	OVER/UNDERPAYMENTS		
EMPLOYEE	SOC.SECURITY	January 2016								FUND	AMOUNT	MONTH/YEAR
	XXX-XX-											
BAXTER, SCOTT	XXX-XX-4652	161.00	170.50									
FOSTER, CHANCE	XXX-XX-8050	129.00	138.50									
KURYLO, BRADLEY	XXX-XX-2699	80.00	80.00									
SALIBA, DAVID	XXX-XX-1649	137.00	146.50									
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